

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Frank Menyhart,
Plaintiff,

v.

Los Angeles Police Department, et al.,
Defendant(s).

Case No.: 2:24-cv-04836-HDV-SSCx

**STIPULATED PROTECTIVE
ORDER¹**

1. INTRODUCTION

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

1 1.2 Good Cause Statement.

2 WHEREAS Plaintiff is seeking materials and information that Defendant CITY
3 OF LOS ANGELES (“City”) maintains as confidential, including but limited to, video
4 recordings, audio recordings, other confidential information and documents regarding
5 these incident, and other administrative materials and information currently in the
6 possession of the City and which the City believes need special protection from public
7 disclosure and from use for any purpose other than prosecuting this litigation.

8 The City asserts that the confidentiality of the materials and information sought
9 by Plaintiffs is recognized by California and federal law, as evidenced inter alia by
10 California Penal Code section 832.7 and Kerr v. United States Dist. Ct. for N.D. Cal.,
11 511 F.2d 192, 198 (9th Cir. 1975), aff’d, 426 U.S. 394 (1976). The City has not publicly
12 released the materials and information referenced above except under protective order
13 or pursuant to a court order, if at all. These materials and information are of the type
14 that has been used to initiate disciplinary action against Los Angeles Police Department
15 (“LAPD”) officers, and has been used as evidence in disciplinary proceedings, where
16 the officers’ conduct was considered to be contrary to LAPD policy.

17 The City contends that absent a protective order delineating the responsibilities
18 of nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary
19 and undue disclosure as well as the corollary risk of embarrassment, harassment and
20 professional and legal harm on the part of the LAPD officers referenced in the materials
21 and information otherwise generally unavailable to the public, or which may
22 be privileged or otherwise protected from disclosure under state or federal
23 statutes, court rules, case decisions, or common law. The unfettered disclosure
24 of the materials and information, absent a protective order, would allow the media to
25 share this information with potential jurors in the area, impacting the rights of
26 Defendant herein to receive a fair trial.

27 Accordingly, to expedite the flow of information, to facilitate the prompt
28

1 resolution of disputes over confidentiality of discovery materials, to adequately protect
2 information the parties are entitled to keep confidential, to ensure that the parties are
3 permitted reasonable necessary uses of such material in preparation for and in the
4 conduct of trial, to address their handling at the end of the litigation, and serve the ends
5 of justice, a protective order for such information is justified in this matter. It is the
6 intent of the parties that information will not be designated as confidential for tactical
7 reasons and that nothing be so designated without a good faith belief that it has been
8 maintained in a confidential, non-public manner, and there is good cause why it should
9 not be part of the public record of this case.

10 The parties therefore stipulate that there is Good Cause for, and hereby jointly
11 request that the honorable Court issue a Protective Order regarding confidential
12 documents consistent with the terms and provisions of this Stipulation. However, the
13 entry of a Protective Order by the Court pursuant to this Stipulation shall not be
14 construed as any ruling by the Court on the aforementioned legal statements or privilege
15 claims in this section, no shall this section be construed as part of any such Court Order.

16 The City has not publicly released the documents, video or information
17 referenced above except under protective order or pursuant to court order, if at all.

18 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties further
19 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
20 does not entitle them to file confidential information under seal; Local Rule 79-5 sets
21 forth the procedures that must be followed and the standards that will be applied when
22 a party seeks permission from the court to file material under seal.

23 There is a strong presumption that the public has a right of access to judicial
24 proceedings and records in civil cases. In connection with non-dispositive motions,
25 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
26 *Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v.*
27 *Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
28 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders

1 require good cause showing), and a specific showing of good cause or compelling
2 reasons with proper evidentiary support and legal justification, must be made with
3 respect to Protected Material that a party seeks to file under seal. The parties' mere
4 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
5 without the submission of competent evidence by declaration, establishing that the
6 material sought to be filed under seal qualifies as confidential, privileged, or otherwise
7 protectable—constitute good cause.

8 Further, if a party requests sealing related to a dispositive motion or trial, then
9 compelling reasons, not only good cause, for the sealing must be shown, and the relief
10 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
11 *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or
12 type of information, document, or thing sought to be filed or introduced under seal in
13 connection with a dispositive motion or trial, the party seeking protection must
14 articulate compelling reasons, supported by specific facts and legal justification, for the
15 requested sealing order. Again, competent evidence supporting the application to file
16 documents under seal must be provided by declaration.

17 Any document that is not confidential, privileged, or otherwise protectable in its
18 entirety will not be filed under seal if the confidential portions can be redacted. If
19 documents can be redacted, then a redacted version for public viewing, omitting only
20 the confidential, privileged, or otherwise protectable portions of the document, shall be
21 filed. Any application that seeks to file documents under seal in their entirety should
22 include an explanation of why redaction is not feasible.

23 24 **2. DEFINITIONS**

25 2.1 Action: *Frank Menyhart v. City of Los Angeles*, et. al, United States
26 Central District Court, 24-CV-04836-HDV-SSCx.

27 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
28

1 information or items under this Order.

2 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
3 it is generated, stored or maintained) or tangible things that qualify for protection under
4 Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in the Good
5 Cause Statement.

6 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
7 support staff).

8 2.5 Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL.”

11 2.6 Disclosure or Discovery Material: all items or information, regardless of
12 the medium or manner in which it is generated, stored, or maintained (including, among
13 other things, testimony, transcripts, and tangible things), that are produced or generated
14 in disclosures or responses to discovery in this matter.

15 2.7 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
17 expert witness or as a consultant in this Action.

18 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses in
19 this Action, with or without prejudice; and (2) final judgment herein after the
20 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
21 Action, including the time limits for filing any motions or applications for extension of
22 time pursuant to applicable law.

23 2.9 In-House Counsel: attorneys who are employees of a party to this Action.
24 In-House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.10 Non-Party: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.
28

1 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
2 this Action but are retained to represent or advise a party to this Action and have
3 appeared in this Action on behalf of that party or are affiliated with a law firm which
4 has appeared on behalf of that party, and includes support staff.

5 2.12 Party: any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.14 Professional Vendors: persons or entities that provide litigation- support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
13 their employees and subcontractors.

14 2.15 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL.”

16 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18
19 **3. SCOPE**

20 The protections conferred by this Stipulation and Order cover not only Protected
21 Material (as defined above), but also (1) any information copied or extracted from
22 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
23 Material; and (3) any testimony, conversations, or presentations by Parties or their
24 Counsel that might reveal Protected Material.

25 Any use of Protected Material at trial shall be governed by the orders of the trial
26 judge. This Stipulated Protective Order does not govern the use of Protected Material
27 at trial.
28

1 **4. TRIAL AND DURATION**

2 The terms of this Stipulated Protective Order apply through Final Disposition of
3 the Action.

4 Once a case proceeds to trial, information that was designated as
5 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and used
6 or introduced as an exhibit at trial becomes public and will be presumptively available
7 to all members of the public, including the press, unless compelling reasons supported
8 by specific factual findings to proceed otherwise are made to the trial judge in advance
9 of the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good cause” showing
10 for sealing documents produced in discovery from “compelling reasons” standard when
11 merits-related documents are part of court record). Accordingly, for such materials, the
12 terms of this Stipulated Protective Order do not extend beyond the commencement of
13 the trial.

14 Even after Final Disposition of this litigation, the confidentiality obligations
15 imposed by this Stipulated Protective Order shall remain in effect until a Designating
16 Party agrees otherwise in writing or a court order otherwise directs.

17
18 **5. DESIGNATING PROTECTED MATERIAL**

19 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
20 Each Party or Non-Party that designates information or items for protection under this
21 Order must take care to limit any such designation to specific material that qualifies
22 under the appropriate standards. The Designating Party must designate for protection
23 only those parts of material, documents, items, or oral or written communications that
24 qualify so that other portions of the material, documents, items, or communications for
25 which protection is not warranted are not swept unjustifiably within the ambit of this
26 Order.
27

28 Mass, indiscriminate, or routinized designations are prohibited. Designations that

1 are shown to be clearly unjustified or that have been made for an improper purpose
2 (e.g., to unnecessarily encumber the case development process or to impose
3 unnecessary expenses and burdens on other parties) may expose the Designating Party
4 to sanctions.

5 If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party must
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
9 Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as
10 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
11 protection under this Stipulated Protective Order must be clearly so designated before
12 the material is disclosed or produced.

13 Designation in conformity with this Stipulated Protective Order requires:

14 (a) for information in documentary form (e.g., paper or electronic documents,
15 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
16 Producing Party affix at a minimum, the legend "CONFIDENTIAL" to each page that
17 contains protected material. If only a portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly identify the protected
19 portion(s) (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection
21 need not designate them for protection until after the inspecting Party has indicated
22 which documents it would like copied and produced. During the inspection and before
23 the designation, all of the material made available for inspection shall be deemed
24 CONFIDENTIAL. After the inspecting Party has identified the documents it wants
25 copied and produced, the Producing Party must determine which documents, or portions
26 thereof, qualify for protection under this Stipulated Protective Order. Then, before
27 producing the specified documents, the Producing Party must affix the
28 "CONFIDENTIAL" legend to each page that contains Protected Material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing Party
2 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
3 in the margins).

4 (b) for testimony given in depositions that the Designating Party identify the
5 Disclosure or Discovery Material on the record, before the close of the deposition all
6 protected testimony.

7 (c) for information produced in some form other than documentary and for
8 any other tangible items, that the Producing Party affix in a prominent place on the
9 exterior of the container or containers in which the information is stored the
10 “CONFIDENTIAL” legend. If only a portion or portions of the information warrants
11 protection, the Producing Party, to the extent practicable, shall identify the protected
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive the
15 Designating Party’s right to secure protection under this Order for such material. Upon
16 timely correction of a designation, the Receiving Party must make reasonable efforts to
17 assure that the material is treated in accordance with the provisions of this Stipulated
18 Protective Order.

19
20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the court’s Scheduling
23 Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge
26
27
28

1 Christensen’s Civil Procedures titled “Brief Pre-Discovery Motion Conference.”²

2 6.3 The burden of persuasion in any such challenge proceeding shall be on the
3 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
4 to harass or impose unnecessary expenses and burdens on other parties) may expose the
5 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
6 the confidentiality designation, all parties shall continue to afford the material in
7 question the level of protection to which it is entitled under the Producing Party’s
8 designation until the court rules on the challenge.

9
10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this Action
13 only for prosecuting, defending, or attempting to settle this Action. Such Protected
14 Material may be disclosed only to the categories of persons and under the conditions
15 described in this Order. When the Action reaches a Final Disposition, a Receiving Party
16 must comply with the provisions of section 13 below.

17 Protected Material must be stored and maintained by a Receiving Party at a
18 location and in a secure manner that ensures that access is limited to the persons
19 authorized under this Stipulated Protective Order.

20 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
21 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
22 may disclose any information or item designated “CONFIDENTIAL” only:

23 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as well
24 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
25 disclose the information for this Action;

26
27
28

² Judge Christensen’s Procedures are available at
<https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 (b) to the officers, directors, and employees (including House Counsel) of the
2 Receiving Party to whom disclosure is reasonably necessary for this Action;

3 (c) to Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) to the court and its personnel;

7 (e) to court reporters and their staff;

8 (f) to professional jury or trial consultants, mock jurors, and Professional
9 Vendors to whom disclosure is reasonably necessary for this Action and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) to the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, to witnesses, and attorneys for witnesses, in the
14 Action to whom disclosure is reasonably necessary, provided: (1) the deposing party
15 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
16 (Exhibit A); and (2) the witness will not be permitted to keep any confidential
17 information unless they sign the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
19 Pages of transcribed deposition testimony or exhibits to depositions that reveal
20 Protected Material may be separately bound by the court reporter and may not be
21 disclosed to anyone except as permitted under this Stipulated Protective Order; and

22 (i) to any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24
25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
26 **IN OTHER LITIGATION**

27 If a Party is served with a subpoena or a court order issued in other litigation that
28

1 compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall
4 include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order to
6 issue in the other litigation that some or all of the material covered by the subpoena or
7 order is subject to this Protective Order. Such notification shall include a copy of this
8 Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued
10 by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with
12 the subpoena or court order shall not produce any information designated in this action
13 as “CONFIDENTIAL” before a determination by the court from which the subpoena
14 or order issued, unless the Party has obtained the Designating Party’s permission. The
15 Designating Party shall bear the burden and expense of seeking protection in that court
16 of its confidential material and nothing in these provisions should be construed as
17 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
18 from another court.

19 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
20 **PRODUCED IN THIS LITIGATION**

21 9.1 Application. The terms of this Stipulated Protective Order are applicable
22 to information produced by a Non-Party in this Action and designated as
23 “CONFIDENTIAL.” Such information produced by Non-Parties in connection with
24 this litigation is protected by the remedies and relief provided by this Order. Nothing
25 in these provisions should be construed as prohibiting a Non-Party from seeking
26 additional protections.

27 9.2 Notification. In the event that a Party is required, by a valid discovery
28

1 request, to produce a Non-Party's confidential information in its possession, and the
2 Party is subject to an agreement with the Non-Party not to produce the Non-Party's
3 confidential information, then the Party shall:

4 (a) promptly notify in writing the Requesting Party and the Non-Party that
5 some or all of the information requested is subject to a confidentiality agreement with
6 a Non-Party;

7 (b) make the information requested available for inspection by the Non-Party,
8 if requested.

9 9.3 Conditions of Production. If the Non-Party fails to seek a protective order
10 from this court within 14 days of receiving the notice and accompanying information,
11 the Receiving Party may produce the Non-Party's confidential information responsive
12 to the discovery request. If the Non-Party timely seeks a protective order, the Receiving
13 Party shall not produce any information in its possession or control that is subject to the
14 confidentiality agreement with the Non-Party before a determination by the court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
16 of seeking protection in this court of its Protected Material.

17
18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
20 Protected Material to any person or in any circumstance not authorized under this
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
22 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
23 all unauthorized copies of the Protected Material, (c) inform the person or persons to
24 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
25 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
26 (Exhibit A).

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3
4 When a Producing Party gives notice to Receiving Parties that certain
5 inadvertently produced material is subject to a claim of privilege or other protection,
6 the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the
7 Federal Rules of Civil Procedure. This provision is not intended to modify whatever
8 procedure may be established in an e-discovery order that provides for production
9 without prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules
10 of Evidence, insofar as the parties reach an agreement on the effect of disclosure of a
11 communication or information covered by the attorney-client privilege or work product
12 protection, the parties may incorporate their agreement in the stipulated protective order
13 submitted to the court.

14
15 **12. MISCELLANEOUS**

16 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
17 abridges the right of any person to seek its modification by the court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Stipulated Protective Order no Party waives any right it otherwise would have to object
20 to disclosing or producing any information or item on any ground not addressed in this
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any
22 ground to use in evidence of any of the material covered by this Stipulated Protective
23 Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Local Rule 79-5. Protected Material may only be
26 filed under seal pursuant to a court order authorizing the sealing of the specific Protected
27 Material at issue. If a Party's request to file Protected Material under seal is denied by
28 the court, then the Receiving Party may file the information in the public record unless

1 otherwise instructed by the court.

2
3 **13. FINAL DISPOSITION**

4 After the Final Disposition of this Action, as defined in paragraph 4, within 60
5 days of a written request by the Designating Party, each Receiving Party must return all
6 Protected Material to the Producing Party or destroy such material. As used in this
7 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
8 summaries, and any other format reproducing or capturing any of the Protected
9 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
10 must submit a written certification to the Producing Party (and, if not the same person
11 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
12 category, where appropriate) all the Protected Material that was returned or destroyed
13 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
14 compilations, summaries or any other format reproducing or capturing any of the
15 Protected Material. Notwithstanding this provision, Counsel is entitled to retain an
16 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
17 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
18 work product, and consultant and expert work product, even if such materials contain
19 Protected Material. Any such archival copies that contain or constitute Protected
20 Material remain subject to this Protective Order as set forth in Section 4.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished by any and all
3 appropriate measures including, without limitation, contempt proceedings and/or
4 monetary sanctions.
5

6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7 **MGDESYAN LAW FIRM**

9 DATED: April 17, 2025

/s/ *Araksya Boyadzhyan*

10 ARAKSYA BOYADZHIAN

11 Attorneys for Plaintiff

12 FRANK MENYHART
13

14 Office of the Los Angeles City Attorney
15 HYDEE FELDSTEIN-SOTO,
16 City Attorney

17 DATED: April 17, 2025

/s/ *Shant Taslakian*

18 SHANT TASLAKIAN

19 Attorney(s) for Defendant

20 CITY OF LOS ANGELES
21

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24 DATED: April 21, 2025

23 
25 STEPHANIE S. CHRISTENSEN
26 United States Magistrate Judge
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of
_____ **[print or type full address]**, declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District
of California on **[date]** in the case of _____ **[insert formal name of the
case and the number and initials assigned to it by the court]**. I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action. I hereby appoint _____
[print or type full name] of _____ **[print or type full address and
telephone number]** as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____